

Manchester

Teamsters #238 (Police)

7/1/2006 6/30/2008

MANCHESTER / TEAMSTERS # 238 (POLICE) 06-08

AGREEMENT

BETWEEN

CITY OF MANCHESTER

AND

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

COVERING

POLICE BARGAINING UNIT

JULY 1, 2006

TO

JUNE 30, 2008

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PREAMBLE

This Agreement is executed by the City of Manchester, Iowa, hereinafter called "Employer" and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for those employees of the Employer in the following classifications within the Manchester Police Department, all as set out in PERB Case No. 5973, as later amended in Case No. 6374, to-wit:

INCLUDED: All regular full-time and part-time Police Officers, including officers with the rank of Sergeant, and Dispatchers in the City of Manchester Police Department.

EXCLUDED: Chief of Police, First Sergeants, Chief Dispatcher, Confidential Employees, all elected officials, other city departments and any others excluded by the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

ARTICLE 2 – DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the Employer and certified by the Board.

Section 4. PROBATIONARY EMPLOYEE is an employee who has not completed one hundred eighty (180) days of continuous service with the Employer. During the probationary period, certain benefits may not be available to the employee as set out in the contract.

Section 5. REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 6. EMPLOYEE when used in this Agreement shall be limited to mean REGULAR EMPLOYEE, except where the context clearly indicates otherwise.

Section 7. CHIEF shall mean the duly appointed and acting Chief of Police of the City of Manchester, or the designated representative of the Chief.

Section 8. PART-TIME employee is an employee who is regularly scheduled to work less than forty (40) hours a week.

Section 9. TEMPORARY EMPLOYEE is an employee who would be scheduled to work for a period of four (4) months, or less, in the contract year.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

a) the right to manage the Employer's operations and to direct the working force;

b) the right to hire employees;

c) the right to maintain order and efficiency;

d) the right to extend, maintain, curtail or terminate operations of the Employer;

e) the right to determine the size and location of the employer's operations, to determine the type and amount of equipment to be used and to determine and implement methods by which its operations are to be conducted;

f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;

g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and design, assign and detain employees

i) the right to discipline;

j) the right to suspend and discharge employees for cause;

k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;

l) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and number of persons to be employed by the employer at any time; and

m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee for membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that, except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this Article are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union based on membership or non-membership in the Union.

Section 2. For the purposes of investigating pending grievances, a duly authorized representative of the Union, previously identified by the Union, shall have access to the Employer's premises with the prior consent of the Employer. The Employer will cooperate to facilitate such visitation, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union shall have the right to designate not to exceed two (2) employees in the bargaining unit as stewards: one steward for police, one for dispatch. The authority of the steward shall be limited to the following:

a) to transmit all authorized bargaining unit information which is in writing, or is verbal and is of such a routine nature that it does not cause work slowdown or work stoppage or any interference with the Employer's business;

b) to investigate any alleged grievance, provided the steward secures prior authority from the Employer to conduct such investigation in a reasonable time as determined and approved by the Employer;

c) to represent an employee at any time during disciplinary action if requested to do so by the employee being disciplined.

Section 4. The Union recognizes its responsibilities as a sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

b) that it will effectively combat absenteeism and any other practice which restricts the efficient operations of the Employer; and

c) that it will cooperate with the Employer to improve and strengthen good will between and among the City, its employees, and the public.

Section 4. Not to exceed two (2) employees, one (1) employee being a police officer and one (1) employee being a dispatcher, may serve on the Contract Negotiating Committee and shall be granted permission to participate in all joint negotiation meetings between the Employer and the Union when

such meetings take place at a time when such employee is scheduled to be on duty. The Union shall advise the Employer in writing of the designated representatives prior to or at the time it serves notice of a desire to enter into negotiations. It is understood and agreed that the Employer retains the right to schedule negotiations at a time when neither employee is scheduled to work, and it is further understood that if negotiations are scheduled at a time when the police officer or dispatcher is scheduled to work, the officer or dispatcher is subject to being called out of negotiations to respond to police or dispatching duties.

ARTICLE 5 - WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the actions of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of the Act by an employee, the Union agrees that after notice thereof, it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of the Act or a violation of Section 2 or 3 above, all legal censures of the Act shall apply.

ARTICLE 6 - CHECK OFF

Section 1. The Employer agrees to deduct Union membership fees, dues and assessments from the first two paychecks of each month of those employees who individually authorize in writing that deductions be made. Authorizations delivered to the Employer fifteen (15) days or more prior to the end of a calendar month shall become effective the following month. The Union agrees to send a written statement to the Employer at least fifteen (15) days prior to the end of a calendar month sending out an itemized accounting of the amount that shall be deducted from each employee's paycheck. The Employer will remit such money, together with an itemized accounting, to the office of the Union no later than fifteen (15) days after the money has been deducted.

Section 2. The Employer will discontinue to deduct dues, fees and assessments beginning immediately after the employee is no longer a part of a bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer. The Employer will forward a copy of the notice of cancellation to the Union with the next remittal to the Union.

Section 3. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay in conformance with the written instructions of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of Union fees, dues or assessments on behalf of or for an employee.

ARTICLE 7 – SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1 showing the date of

employment and the date of promotion of each employee. This list shall remain posted and the Employer shall give a copy of such seniority list to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer within thirty (30) days after it has been posted.

Section 3. The seniority of an employee shall be lost and the employment relationship shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive work days without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining a leave of absence.

Section 4. In the event of a vacancy in a job classification, and in the further event that the City decides to fill the vacant position, the employees may bid for the vacant position. The position will be filled based on qualifications and seniority, and if the qualifications are equal, the most senior

applicant will receive the position. This provision does not apply to shift bidding but only to fill a vacancy in the job classification.

ARTICLE 8 - PROCEDURES FOR STAFF REDUCTION

Section 1. In the event the Employer determines that a police officer or a dispatcher must be laid off, the Employer shall consider qualifications, including necessary certifications, past work performance, and seniority, and if qualifications, including necessary certifications, and past work performance are equal between and among affected police officers, or between and among affected dispatchers, seniority shall govern. A temporary, part-time or probationary police officer or dispatcher shall be laid off first, in that order.

Section 2. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within a department, an employee will be returned to work in the reverse order in which the employee was laid off. No new employee will be hired for a job as a police officer or dispatcher unless a police officer or dispatcher laid off has failed to comply with a notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by

certified mail, return receipt requested, to the employee's latest advised address.

Section 5. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date, or unless otherwise mutually agreed to.

ARTICLE 9 - HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work for all employees as determined by it to best provide the services to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, work week and work schedule, but shall not be construed as a guarantee of hours per day, per week or per schedule, or days of work per week or per schedule. A normal work week shall consist of forty (40) hours of work.

The officer assigned to canine duty shall be credited one-half hour of time per day in consideration of caring for the canine. On the officer's normal days off, the officer will spend and be credited one-half hour of time for canine care. The officer will also be credited one-half hour of time for canine care on vacation days off, sick leave days off and holidays off. In the event the officer assigned to canine duty is unable to provide for canine care on the officer's

normal day off, or on a vacation day off, a sick day off, or a holiday off, requiring the City to purchase canine care services, the officer shall not receive one-half hour of time credit for canine care on that day. The one-half hour of credited time per day may be in the form of pay or compensatory time off.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time-to-time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules. Specifically, the Union agrees that the Employer shall be allowed to change the normal work schedule of an employee for purposes of facilitating operations of the police department.

It is understood and agreed that the Chief will have broad discretion in scheduling and in making day-to-day changes in the work schedule of the canine officer. For example, if the officer is called into work on a matter involving the canine, other than during the officer's regularly scheduled hours, the Chief may reschedule the work schedule of the officer to minimize any overtime.

Section 3. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday.

Section 4. To the extent reasonably possible, each employee shall receive a thirty (30) minute paid lunch period during the middle of the work shift.

ARTICLE 10 – OVERTIME

A. OVERTIME

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's regular scheduled hours of work per week. It is the policy of the Employer to keep overtime work to a minimum. Overtime shall be paid at the rate of either the employee's regular rate of pay or one and one-half (1-1/2) times the employee's regular rate of pay, as set out in Appendix A or B.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime, except that paid vacation leave and paid holidays shall be considered as hours actually worked for computing overtime.

Section 5. The Employer will, as far as reasonable, and consistent with the needs of the operation, offer overtime on an equal basis to all police officers and to all dispatchers, respectively. The Employer may require an employee to

work overtime. The Employer may use part-time dispatchers to fill in needed work shifts before requiring a regular dispatcher to work overtime. It will not be necessary for the Employer to offer overtime on an equal basis to other police officers because of overtime worked by the canine officer on matters involving the canine duties.

B. COMPENSATORY TIME

Section 1. The Employee may choose to request and receive compensatory time in lieu of payment for overtime prior to the cut-off period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall grant such request unless the employee shall have more compensatory time accrued than allowed hereunder.

Section 2. An employee shall not accumulate more than forty (40) hours of compensatory time without the written permission of the Chief. The Employer shall keep a record of the compensatory time which an employee has earned and has used, and the employee may see such record at any reasonable time.

Section 3. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of overtime at the regular rate of pay as set out in Appendix A or B, but chooses to receive compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of overtime at the rate of one and one half (1-1/2) times the regular rate

of pay as set out in Appendix A or B, but chooses to receive compensatory time, the employee will be credited with one and one-half (1-1/2) hours of such time.

Section 4. Compensatory time off will be granted at the time selected by the employee and approved by the Employer. Compensatory time off may be denied if it conflicts with the operations of the Employer.

C. CALL-BACK TIME

Section 1. An employee who is called back to work by the Employer during off-duty hours shall be paid for actual time spent with a minimum of one (1) hour pay at the regular rate of pay set out in Appendix A or B. The minimum does not apply when an employee is called back to work within one (1) hour of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the actual time spent. Call back hours shall be counted as hours actually worked in determining whether an employee is entitled to overtime.

D. COURT TIME

Section 1. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay at the regular rate of pay set out in Appendix A or B. The minimum does not apply when the scheduled Court appearance is within two (2) hours of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the actual time spent. The employee shall turn over to the Employer witness fees collected by the employee when received. Court time

shall be counted as hours actually worked in determining whether an employee is entitled to overtime.

Section 2. Court time must be authorized or approved by the Chief.

E. TRADE TIME

Section 1. An employee may permit substitution with another employee, with the Employer's approval, subject to the following:

- a) Only two employees will be involved in the substitution.
- b) The two employees shall jointly request approval of the substitution in writing at least twenty-four (24) hours in advance of the proposed substitution. Police officers shall request approval of the Chief and dispatchers shall request approval of the Chief Dispatcher.
- c) Failure of one employee to pay back time owed before termination shall be handled by the employees involved. The Employer shall have no responsibility or liability for such time.

Section 2. When employees have approval to trade shifts within the same day that both employees are scheduled to work, if either employee becomes ill and is unable to work the agreed shift, the time absent will be treated the same as any other illness and will be paid sick leave. However, the employee who becomes ill and is unable to work the traded shift will not be credited with regular shift time for work performed for the employee by the employee's substitute.

ARTICLE 11 - JOB CLASSIFICATION

A. OUT OF CLASS PAY

Section 1. In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive the employee's own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than twenty (20) consecutive working days in such other capacity.

ARTICLE 12 – HOLIDAYS

Section 1. The Employer recognizes certain days of importance as holidays and pays the employees for these days in accordance with certain eligibility rules. A regular employee and a full-time probationary employee is eligible for the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

Section 2. For a shift employee, who is defined as an employee in a classification that normally works on a twenty-four (24) hour, seven (7) day per week schedule, the actual holiday as listed above will be observed. For purposes of this article, a holiday shall commence with the first shift change for police and with the first shift change for dispatcher on the day on which the holiday is to be observed and shall continue until the same time the next day, respectively. If there is any question as to the day when a holiday is to be recognized, the Employer's decision will be final and the Employer will notify the employees of the date the holiday is to be observed.

Section 3. In order to be eligible for receiving pay on the holiday, an employee, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. If a holiday falls during a period when an employee entitled to holiday benefits is on approved paid sick leave, the employee will receive pay for the holiday and the day will not be deducted from the employee's accumulated sick leave. An employee who is on layoff, or who is under suspension, is not eligible for pay on the holiday.

Section 4. If an employee is required to work on a holiday, the employee will receive regular pay plus time and one-half for all hours worked, except that an employee required to work a regular shift on Thanksgiving Day and Christmas Day will receive regular pay plus double time for all hours worked.

Section 5. If a paid holiday falls on the employee's day off, the employee will receive eight (8) hours of regular pay for that holiday.

ARTICLE 13 – VACATIONS

Section 1. An employee, including a probationary employee, shall earn vacation with pay according to the following schedule:

a) during the first year through the seventh year of employment, an employee shall earn 3.08 hours of vacation per pay period (80 hours per year);

b) during the eighth through the fourteenth year of employment, inclusive, the employee shall earn 4.62 hours of vacation per pay period (120 hours per year);

c) during the fifteenth through twenty-fourth year of employment inclusive, an employee shall earn 6.15 hours of vacation per pay period (160 hours per year);

d) during the twenty-fifth year of employment and each year thereafter, an employee shall earn 7.69 hours of vacation per pay period (200 hours per year).

Section 2. An employee may use vacation leave as it is earned, provided that an employee may not use vacation leave until the employee has completed one (1) full year of employment. Each vacation request must be approved and

authorized by the Chief for a police officer and by the Chief Dispatcher for a dispatcher.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

a) no more than two-hundred forty (240) hours of vacation earned may be accrued by an employee without the written approval of the Chief for police officers and the Chief Dispatcher for dispatchers.

b) no employee shall be entitled to vacation pay in lieu of vacation, except that an employee may elect once in any calendar year to turn back to the Employer up to fifty-six (56) hours of vacation and receive fifty-six (56) hours of pay at the employee's regular rate of pay as set out in Appendix A. This exchange of vacation leave will not be considered as actual time worked for purposes of overtime.

c) upon termination of employment for whatever reason, except death, an employee shall receive a lump sum payment for any vacation earned and not previously taken, at the employee's last regular rate of pay, provided the employee gives the Employer at least two weeks written notification of termination. Upon death, the employee's estate shall receive such payment.

Section 4. Selection of vacation will proceed as follows:

a) so far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the

Department, provided that the final right to allot vacation periods is reserved exclusively to the Chief for police officers and to the Chief Dispatcher for dispatchers.

b) if two requests are turned in at the same time, the most senior employee will be given the time off. Vacation leave will be used in units of at least one (1) hour.

Section 5. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

ARTICLE 14 - LEAVE OF ABSENCE

A. SICK LEAVE

Section 1. An employee, including a probationary employee, after the first thirty (30) days of continuous service, shall earn paid sick leave at a rate of 3.69 hours per pay period and shall have the right to accumulate sick leave up to a maximum of one thousand two hundred (1,200) hours.

Section 2. Sick leave may be used for personal illness, including medical, dental or optical appointments during working hours. Sick leave shall be taken in increments of at least one-half (1/2) hour at a time.

Section 3. To be eligible for paid sick leave, an employee shall notify the employee's supervisor at least two hours before the beginning of the scheduled shift, unless the employee is unable to notify the Employer because of an emergency or unforeseen illness or injury.

Section 4. An employee who is absent from work due to illness for three (3) or more consecutive workdays must furnish the Employer with a doctor's certificate for the absence. When an employee is hospitalized for more than three (3) consecutive days, the employee should notify the Employer periodically of the date the employee anticipates returning to work.

Section 5. No employee shall be entitled to compensation for unused sick leave time, and the termination of service shall terminate any and all obligation of the Employer in connection with any unused sick leave time, except as may be set out in a policy adopted by the Employer.

Section 6. An employee on sick leave shall receive the employee's regular rate of pay as set out in Appendix A or B.

Section 7. If an employee's spouse, child or parent is ill or injured, the employee may use up to twenty-four (24) hours of sick leave per calendar year for such absences (includes paternity leave).

Section 8. If a holiday falls during a period when an employee is on paid sick leave, the employee will be paid for the holiday, and the sick leave will not be deducted from the employee's accumulated sick leave.

Section 9. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving worker compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which

such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as regular gross pay for the same period as sick leave under this contract, less any appropriate withholding. Any regular gross pay made to an employee under this Section, including amounts paid during the statutory waiting period, shall be chargeable against the employee's sick leave.

B. FUNERAL LEAVE

Section 1. A regular employee and a probationary employee will be granted not to exceed four (4) work days paid leave of absence in the event of the death of the employee's spouse, child or step-child, parent, or step-parent.

Section 2. A regular employee and a probationary employee will be granted not to exceed three (3) work days paid leave of absence in order to arrange for and attend the funeral of the employee's parents-in-law, brother, sister, daughter-in-law or son-in-law.

Section 3. A regular employee and a probationary employee will be granted not to exceed two (2) work days paid leave of absence in order to arrange for and attend the funeral of the employee's brother-in-law or sister-in-law, grandchild, step-brother or step-sister, or guardian or ward.

Section 4. A regular employee and a probationary employee will be granted not to exceed one (1) working day paid leave of absence in order to arrange for and attend the funeral of the employee's grandparent, grandparent-in-law, uncle, aunt, niece or nephew.

Section 5. A regular employee and a probationary employee will be granted not to exceed eight (8) hours of paid leave of absence during the calendar year in order to attend the funeral or the visitation of a more distant relative or special friend.

Section 6. Any paid leave for Sections 2-5 above shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 7. An employee may be granted vacation leave, compensatory time off, or unpaid leave with the approval of the Chief for police officers or the Chief Dispatcher for dispatchers, if the employee requests additional time off for a funeral or for bereavement.

C. JURY DUTY

Section 1. An employee, including a probationary employee, who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected shall return to work, and an employee who is selected for jury duty shall return to work when released from duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, a police officer shall promptly notify the Police Chief; a dispatcher, the Chief Dispatcher.

D. MILITARY LEAVE

Section 1. The Employer shall comply with the statute (Section 29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

E. LEAVE OF ABSENCE WITHOUT PAY

Section 1. The Chief or Chief Dispatcher will give consideration to an employee's written request for a leave of absence without pay for whatever purpose so long as it does not conflict with the operation of the Department. A request for a Leave of Absence Without Pay which is longer than three (3) days must be accompanied by a detailed written request submitted to the Chief or Chief Dispatcher at least three (3) days prior to the beginning of the Leave of Absence Without Pay.

Section 2. In the event an employee fails to return to work at the end of any Leave of Absence Without Pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Chief or the Chief Dispatcher. In the event an employee becomes gainfully employed while on Leave of Absence Without Pay, the employee shall be considered to have voluntarily resigned, unless excused by the Chief or Chief Dispatcher.

Section 3. During a leave of absence without pay, the employee:

a) must pay group hospital premiums and vision premiums falling due during any month the employee is not on the payroll. Failure to pay the premium timely will result in termination of coverage;

b) must pay premiums for coverage under any group life insurance plan. Failure to pay the premium timely will result in termination of coverage;

c) shall not receive compensation;

d) shall not acquire seniority;

e) shall not be entitled to take any leave, and shall not earn vacation leave, sick leave, or any other leave;

f) shall not receive any other job benefits or allowances.

Section 4. The Chief may make an exception in writing to any of the conditions set out in Section 3 for a leave not exceeding ten (10) days.

F. FAMILY AND MEDICAL LEAVE

Section 1. In accordance with the Federal Family and Medical Leave Act, an employee will be granted job protected unpaid family and medical leave for one of the following reasons:

a) the birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care;

b) in order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition;

c) the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 2. To be eligible for Family and Medical Leave, an employee must have been in the employ of the Employer for at least one (1) year and the employee must have worked at least 1,250 hours over the previous twelve (12) month period.

Section 3. The period of such leave shall be up to twelve (12) weeks in a twelve (12) month period. The twelve (12) month period is the twelve (12) months measured backward from the first date of each leave.

Section 4. A spouse does not include an unmarried domestic partner. If both spouses work for the Employer, the total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks for the couple if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent;

Section 5. Child means a child under the age of eighteen (18) years or a child who is eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child;

Section 6. A serious health condition means an illness, injury, impairment or a physical or mental condition that involves:

a) inpatient care; or

b) any period of incapacity requiring absence from work for more than three (3) calendar days and that involves continuing treatment by a health care provider; or

c) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days; or

d) prenatal care by a health care provider.

Section 7. An employee may take leave intermittently, a few days or a few hours at a time, or on a reduced leave schedule, to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary”. Medically necessary means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatments so as not to unduly disrupt the Employer’s operations. An employee may take leave intermittently, or on a reduced leave schedule, for the birth or placement for adoption or foster care of a child, only with the Chief’s or Chief Dispatcher’s consent.

Section 8. Use of available paid leave:

a) An employee will be required to use accrued sick leave for the employee's own serious health condition under the Family Medical and Leave Act, so long as paid sick leave is available. If an employee uses all of the employee's paid sick leave, the employee must then use accrued vacation leave or compensatory leave. Unpaid leave will be granted only after paid sick leave, vacation leave and compensatory leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

b) An employee will be required to use available family illness leave, vacation leave and compensatory leave for the serious health condition of an immediate family member of the employee under the Family and Medical Leave Act. Unpaid leave will be granted only after the paid sick leave for family illness, vacation leave, and compensatory leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

Section 9. An employee is required to give thirty (30) days notice in the event of a foreseeable need for leave under the Family and Medical Leave Act. In unexpected or unforeseeable situations, an employee should provide as much notice as possible.

Section 10. A request for a family and medical leave must be supported by a certificate of a doctor or a practitioner at the time the request is made.

Section 11. An employee will not accrue any right, benefit or position of employment other than the one which the employee would have been entitled to had a leave not been taken. Benefits will continue to accrue during any paid leave, but will not accrue during any unpaid leave.

Section 12. An employee on a family and medical leave may remain a participant in the Employer's health insurance plan and the vision plan throughout the duration of the family medical leave as if actively employed. The employee will be required to pay the same cost of coverage as if actively at work.

Section 13. An employee who returns to work from a family and medical leave is entitled to return to the position held when the leave began if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions.

G. VOTING LEAVE

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

H. CASUAL LEAVE

Section 1. An employee who has been employed by the Employer for at least one (1) year shall be credited with two (2) casual days. Each January 1 thereafter, the employee will be credited with two (2) casual days. The use of a casual day must be approved by the Chief or Chief Dispatcher and shall not

conflict with the operation of the Department. A casual day not used in the calendar year is lost and may not be accumulated from year to year.

ARTICLE 15 - HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

ARTICLE 16 - INSURANCE

A. HEALTH AND MEDICAL INSURANCE

Section 1. The Employer shall make available for each employee, including a probationary employee, a health and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. The Employer will pay the cost of the employee's single coverage health care policy. The employee shall pay any deductible cost or co-insurance cost as set out in the insurance policy.

Section 3. An employee may elect to cover the employee's children, spouse or the employee's family under the health and medical insurance policy. The Employer will pay the cost of single coverage included in the employee/children, employee/spouse and family premium and one-half of any increase over the previous year in the remaining cost of the employee/children, employee/spouse or family premium. The employee shall pay any remaining cost of coverage. The employee shall pay any deductible cost or co-insurance cost as set out in the policy.

Section 4. Coverage of an employee, employee/children, employee/spouse or a family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 5. A single employee who does not need employee/children, employee/spouse or family health insurance coverage, and a married employee who chooses not to have employee/children, employee/spouse or family health coverage, shall receive the sum of One Hundred Dollars (\$100.00) per month so long as no employee/children, employee/spouse or family coverage is elected.

Section 6. A single employee or a married employee may choose to waive all health coverage if the employee can demonstrate that the employee has health coverage through another health plan, in which case the employee shall receive the sum of Two Hundred Dollars (\$200.00) per month so long as no health insurance coverage is elected.

Section 7. No employee can receive benefits under Section 5 and Section 6 at the same time. An employee who waives coverage shall not receive any health insurance allowance provided by the Employer. These benefits may be withdrawn if not permissible under the health insurance coverage plan of the Employer.

B. LIFE INSURANCE

Section 1. The Employer shall provide at no cost to the employee, including a probationary employee, the current life insurance plan insuring the life of said employee in the amount of one year's salary, and providing such other benefits as set out in the plan.

Section 2. Coverage of an employee shall begin as set out in the insurance policy, and coverage offered will be in accordance with and to the extent provided under the terms of the life insurance policy.

C. VISION INSURANCE

Section 1. The Employer will make available to each employee, including a probationary employee, a personal and family vision insurance policy, at no cost to the employee. The final decision as to the terms of the policy and as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. The coverage shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

D. DENTAL INSURANCE

Section 1. The Employer shall make available for each employee, including a probationary employee, a dental insurance policy whose benefits are comparable to but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. The Employer will pay the costs of the employee's single coverage dental policy. The employee shall pay any deductible costs or coinsurance as set out in the insurance policy.

Section 3. An employee may elect to cover the employee's family under the dental insurance policy. The employee will pay the full cost of such family premium, and the employee shall pay any deductible costs or coinsurance costs as set out in the insurance policy for family coverage.

Section 4. Coverage of an employee, or the employee's family, if so elected, shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

E. SECTION 125 PLAN

The Employer makes available to each employee the opportunity to make tax-exempt contributions under an approved Section 125 flexible benefit plan (Cafeteria Plan). The employee's own tax-exempt contribution may be utilized

for any purpose provided under the Plan. However, no monthly contribution to the plan can be less than \$25.00. The Employer will pay the cost of administering the Plan. The Flexible Benefits Plan Document is available in the City Hall for further review of details, rights, responsibilities and areas of contribution.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. The word "Grievance" wherever used in this Agreement shall mean a dispute between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance shall be adjusted in the following manner:

Step 1. An employee who claims a grievance shall present such grievance to the Chief within five (5) working days after the occurrence of the event giving rise to the grievance. The grievance shall be reduced to writing, signed by the aggrieved employee and the representative of the Union, and shall specifically state the facts and the section of this agreement which is in dispute and the relief or remedy which is desired. The Chief shall answer the grievance in writing within five (5) working days after receiving the written grievance. Failure of the Chief to answer the grievance in writing within five (5) working days shall constitute denial of the grievance which can then be appealed to the next step.

Step 2. If the grievance is not settled in Step 1, it may be appealed by the employee or the Union within five (5) working days after the answer of the Chief was given or was due. The written grievance shall be presented to the City Manager who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance. Failure of the City Manager to answer the grievance in writing within five (5) working days shall constitute denial of the grievance which can then be appealed to the next step.

Step 3. If the grievance is not settled in Step 2, it may be appealed by the Union by giving written notice of a request for arbitration to the City Manager within five (5) working days after the City Manager's answer was given or was due. The written grievance submitted to the Chief in Step 1 shall constitute the subject matter to be heard by the Arbitrator unless jurisdictional, timeliness or procedural issues are raised.

Section 3. The failure of an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled.

Section 4. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5)

working days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the Employer and the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

Section 5. The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor subtract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this agreement.

Section 6. The arbitrator shall issue a decision in writing within thirty (30) days after the conclusion of the hearing, and a decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon

the Employer, the employee, and the Union. No decision shall be retroactive beyond the date on which the alleged grievance occurred. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee and the Union.

Section 7. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this Agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the effective date of this Agreement or for an action or occurrence which takes place following the termination of this Agreement.

Section 8. The Employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of a Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

ARTICLE 18 - SUPPLEMENTAL PAY

A. SHIFT DIFFERENTIAL

Section 1. Each employee will receive a shift differential payment of \$0.30 per hour for each hour actually worked between 3:00 p.m. and 7:00 a.m. in the case of police and 3:30 p.m. and 7:30 a.m. in the case of dispatchers.

ARTICLE 19 - PART-TIME EMPLOYEE

Section 1. A part-time employee is subject to the requirements of this Agreement and is entitled to the benefits of this Agreement only as specifically set out in this Article or in any other Article of the Agreement.

Section 2. A part-time employee shall be paid in accordance with the wage schedule set out in Appendix A or B, provided that a part-time employee does not receive longevity pay (Steps After 5 Years to After 9 Years).

Section 3. A part-time employee will receive jury duty pay and military leave pay only if the employee is scheduled to work on the days the leave is applicable. The Employer reserves the discretion to establish the employee's working hours so as to exclude times when the part-time employee is scheduled for required military duties.

Section 4.

a) A part-time employee will be credited with vacation leave at the end of one (1) year based on the total number of hours worked during that year compared to 2080; this same accrual rate shall continue until the next July 1. On the next July 1 the amount of vacation leave shall be based on the hours worked during the preceding twelve (12) months compared to 2080.

b) A part-time employee will be credited with 1.84 hours of sick leave per pay period during the employee's first year of employment, at which time that amount will be adjusted upward or downward based on the total number of hours worked during the first year compared to 2080. This accrual

rate shall continue until the next July 1. On the next July 1 the amount of sick leave to be earned shall be based on the hours worked during the preceding twelve (12) months compared to 2080.

c) A part-time employee will be entitled to one-half of each holiday during the employee's first year of employment. At the end of the first year of employment, a part-time employee will earn holiday leave based on the total number of hours worked during the first year compared to 2080. This same accrual rate shall continue until the next July 1. On the next July 1, the amount of holiday leave to be earned shall be prorated based on the hours worked during the preceding twelve (12) months compared to 2080.

d) A part-time employee will receive funeral leave benefits as set out in Article 14, Section B.

Section 5. The hours of work of a part-time employee will be scheduled by the Employer to best meet the needs of the Employer. Overtime shall be paid when a part-time employee actually works more than forty (40) hours during a work week. Hours actually worked shall be as set out in the Article on overtime.

Section 6. A part-time employee who averages thirty (30) hours of work per week will be eligible for and may request group medical insurance coverage carried by the Employer in accordance with the coverage rules set out in the policy. If so requested, the Employer will pay for single coverage for a qualified part-time employee. If the employee requests employee/children,

employee/spouse or family coverage, the employee must pay the difference between the cost of the single coverage and the remaining cost of the employee/children, employee/spouse or the family coverage. If an eligible part-time employee chooses to waive health care coverage, and can demonstrate that the eligible part-time employee has health insurance coverage through another health plan, the part-time employee will receive the sum of One Hundred Dollars (\$100.00) per month.

Section 7. If a part-time employee qualifies for group medical coverage, the part-time employee will receive personal vision insurance coverage and life insurance coverage equal to the part-time employee's estimated salary for one (1) year, and thereafter will receive an amount of life insurance coverage based on the employee's salary for the last full year.

Section 8. Each part-time employee will receive a shift differential payment of \$0.30 per hour for each hour actually worked between 3:00 p.m. and 7:00 a.m. in the case of police and 3:30 p.m. and 7:30 a.m. in the case of dispatchers. This shift differential will not be paid for any hour actually worked for which overtime is paid.

ARTICLE 20 – WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A and B which are attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute shall have the right to examine, at reasonable times, the time sheets and other records pertaining to the computation of the pay of that employee. The employee may authorize a representative to examine the time sheets and the records with the employee or for the employee.

ARTICLE 21 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa.

Section 2. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents officials and employees.

Section 3. In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 4. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 5. The Employer shall furnish a bulletin board or a designated part of an existing bulletin board for use by the Union to display material pertinent to the business of the Union.

ARTICLE 22 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2008.

Section 2. A party seeking a continuance of this Agreement shall cause a written notice to be served on the other party by September 15 of the year prior to the time when a continuance is desired and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the Agreement is requested for the fiscal year beginning July 1, 2008, notice must be given prior to September 15, 2007, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED 12-21-05

CITY OF MANCHESTER

By: Milt L. Kramer
MAYOR

Attest: [Signature]
CITY CLERK

DATED 12-29-05

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 238

By: [Signature]
SECRETARY-TREASURER

By: [Signature]
BUSINESS REPRESENTATIVE

APPENDIX A

WAGE SCHEDULE PROPOSAL EFFECTIVE JULY 1, 2006

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Classification	Starting	After 6 Mos	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years
Police Officer	15.97	16.30	16.64	16.97	17.30	17.66	17.93	17.99	18.06	18.09	18.12
Dispatcher	13.00	13.21	13.43	13.65	13.86	14.08	14.35	14.41	14.47	14.50	14.53

- A Sergeant will be paid \$.30 an hour more than the Police Officer wage for the Step the Sergeant is in.
- The Employer shall have the authority to hire an applicant for the police with a two-year degree in law enforcement from a community college, a four-year degree in law enforcement from a college or university, or an Iowa Law Enforcement Academy certificate, and an applicant for dispatcher with an Iowa NCIC certification or an EMD certification, at any Step up to and including After Two (2) Years, but that applicant's seniority shall not exceed a current employee's seniority in the classification involved.

APPENDIX B

WAGE SCHEDULE PROPOSAL EFFECTIVE JULY 1, 2007

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Classification	Starting	After 6 Mos	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years
Police Officer	16.45	16.79	17.14	17.48	17.82	18.19	18.62	18.68	18.76	18.79	18.82
Dispatcher	13.39	13.61	13.83	14.06	14.28	14.50	14.94	15.00	15.06	15.09	15.12

- A Sergeant will be paid \$.30 an hour more than the Police Officer wage for the Step the Sergeant is in.
- The Employer shall have the authority to hire an applicant for the police with a two-year degree in law enforcement from a community college, a four-year degree in law enforcement from a college or university, or an Iowa Law Enforcement Academy certificate, and an applicant for dispatcher with an Iowa NCIC certification or an EMD certification, at any Step up to and including After Two (2) Years, but that applicant's seniority shall not exceed a current employee's seniority in the classification involved.